

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Design Build: DB-1770-07/BLH - Red Bug Lake Road Pedestrian Overpass

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Bill Johnson

**EXT:** 7128

**MOTION/RECOMMENDATION:**

Approve the ranking list, authorize rate negotiations and award DB-1770-07/BLH - Red Bug Lake Road Pedestrian Overpass Design Build Project to the team of the Middlesex Corporation, Orlando, Florida, and Avcon, Inc., Orlando, Florida (\$3,890,000.00).

County-wide

Ray Hooper

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**BACKGROUND:**

DB-1770-07/BHJ will provide professional design and construction by a Design/Builder Team for a pedestrian overpass over Red Bug Lake Road at Red Bug Lake Elementary School. The overpass will accommodate multi-users such as pedestrians and bicyclists, and will provide pedestrian users an uninterrupted crossing over Red Bug Lake Road. The overpass is expected to harmonize with the surrounding area and be attractive, practical and functional. There will not be any lighting or signs provided on the overpass.

The project was publicly advertised and the County received four (4) submittals for Stage I, which required qualifications and financial information from the primary firm representing teams interested in performing Design/Build services for the County (listed alphabetically):

- American Bridge Company, Orlando, Florida;
- Canaveral Construction Company, Inc., Mims, Florida;
- Southland Construction Company, Inc., Apopka, Florida;
- The Middlesex Corporation, Orlando, Florida.

The Evaluation Committee, which consisted of Melonie Barrington, Traffic Engineer, Public Works; Don Fisher, Deputy County Manager; Gary Johnson, Director, Public Works; Antoine Khoury, Assistant County Engineer, Public Works; and Jerry McCollum, County Engineer, Public Works, evaluated the submittals and agreed to short-list the following three (3) teams:

- American Bridge Company, Orlando, Florida / Ayres Associates, Inc., Tampa, Florida;
- Southland Construction Company, Inc., Apopka, Florida / Dyer, Riddle, Mills and Precourt, Inc., Orlando, Florida;
- The Middlesex Corporation, Orlando, Florida / Avcon, Inc., Orlando, Florida.

The Evaluation Committee approved the request for submittals under Stage II, which required technical and design information from the short-listed teams. This request included renderings and price proposals for each concept submitted from the short-listed teams. The Evaluation

Committee Members were all present with the exception of Don Fisher, Deputy County Manager, and the Committee evaluated the Stage II submittals with consideration given to the following criteria:

- Technical Proposal;
- Price Proposal;
- Completion Time.

The attached backup documentation includes the Bid Tabulation, the Conceptual Drawings, the Stage I Summary Sheet, and the Stage II Summary & Scoring Sheets. The Draft Agreement is also included within the backup documentation, and the Award Agreement will be finalized following the completion of project negotiation.

The Evaluation Committee recommends that the Board approve the ranking below, authorize staff to negotiate with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA), and award the Design/Build project upon successful completion of the authorized negotiation.

- The Middlesex Corporation, Orlando, Florida / Avcon, Inc., Orlando, Florida.
- Southland Construction Company, Inc., Apopka, Florida / Dyer, Riddle, Mills and Precourt, Inc., Orlando, Florida;
- American Bridge Company, Orlando, Florida / Ayres Associates, Inc., Tampa, Florida;

This is a budgeted project and funds are available in the account lines for Engineering, Construction in Progress (Pedestrian Overpass at Red Bug Elementary) (077541.560650, CIP #00196901).

#### **STAFF RECOMMENDATION:**

Staff recommends the Board approve the ranking list, authorize rate negotiations and award DB-1770-07/BLH - Red Bug Lake Road Pedestrian Overpass Design Build Project to the team of the Middlesex Corporation, Orlando, Florida and Avcon, Inc., Orlando, Florida (\$3,890,000.00).

#### **ATTACHMENTS:**

1. Design Build - DB-1770-07/BHJ - Backup

<b>Additionally Reviewed By:</b>
<input checked="" type="checkbox"/> County Attorney Review ( Ann Colby )

**B.C.C. - SEMINOLE COUNTY, FL  
PS TABULATION SHEET**

**DB NUMBER: DB-1770-07/BLH**

**DB TITLE: Design/Build Proposal Red Bug Lake Road  
Pedestrian Overpass Design/Build Project**

**DATE: April 2, 2007 TIME: 2:00 P.M.**

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. DB DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER DB DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

<b>RESPONSE -1-</b>	<b>RESPONSE -2-</b>	<b>RESPONSE -3-</b>	<b>RESPONSE -4-</b>
American Bridge David T. Simmons, Sr. Vice President 8529 South Park Circle, Suite 250 Orlando, FL 32819 (407) 226-7085 PH (407) 226-7086 FX	Canaveral Construction Company, Inc. Art Lloyd, Vice President 3475 N. US Highway 1 Mims, FL 32754 (321) 269-4011 PH (321) 269-5905 FX	The Middlesex Corporation Alfred S. Aponas, President 10801 Cosmonaut Blvd. Orlando, FL 32824 (407) 206-0077 PH (407) 206-0074	Southland Construction, Inc. Daniel L. Carr, President 172 West 4 <sup>th</sup> Street Apopka, FL 32703 (407) 889-9844 PH (407) 886-4348 FX
Ayres Associates, Inc. Nizar K. Jetha, P.E., Sr. Vice President 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035 (813) 978-8688 PH	Cape Design Engineering Co. Lutfi M. Mized, P.E. 191 Center Street - Suite 201 Cape Canaveral, FL 32920 (321) 799-2970 PH (321) 799-0375 FX	AVCON, Inc. Rick V. Baldocchi, P.E., Vice President 5555 East Michigan Street, Suite 200 Orlando, FL 32822 (407) 599-1122 PH (407) 599-1133 FX	Dyer, Riddle, Mills & Precourt (DRMP) Lucius J. Cushman, Jr., P.E., Principal 941 Lake Baldwin Lane Orlando, FL 32814-5901 (407) 896-0594 Phone (407) 896-4836 Fax
Conceptual Drawings/Price Proposed <b>\$4,252,274.00</b>		Conceptual Drawings/Price Proposed <b>\$3,890,000.00</b>	Conceptual Drawings/Price Proposed <b>\$3,900,000.00</b>

Tabulated by B. Hunter – Posted April 4, 2007 (11:30 A.M. Eastern)

**STAGE 1:**

**Evaluation Committee Meeting: April 26, 2007 at 2:30 PM Eastern  
Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773**

Updated by B. Johnson – Posted April 30, 2007 (8:15 A.M. Eastern)

**Short-Listing of Firms: American Bridge & Ayres Associates, Inc.  
The Middlesex Corporation & Avcon, Inc.  
Southland Construction, Inc. & DRMP**

**(Direction for Stage 2 will be provided to short-listed firms)**

**STAGE 2:**

**Submittals Due Date for Stage 2: August 28, 2007 at 2:00 PM EST**

**Evaluation Committee Meeting: October 11, 2007 at 2:00 PM Eastern**

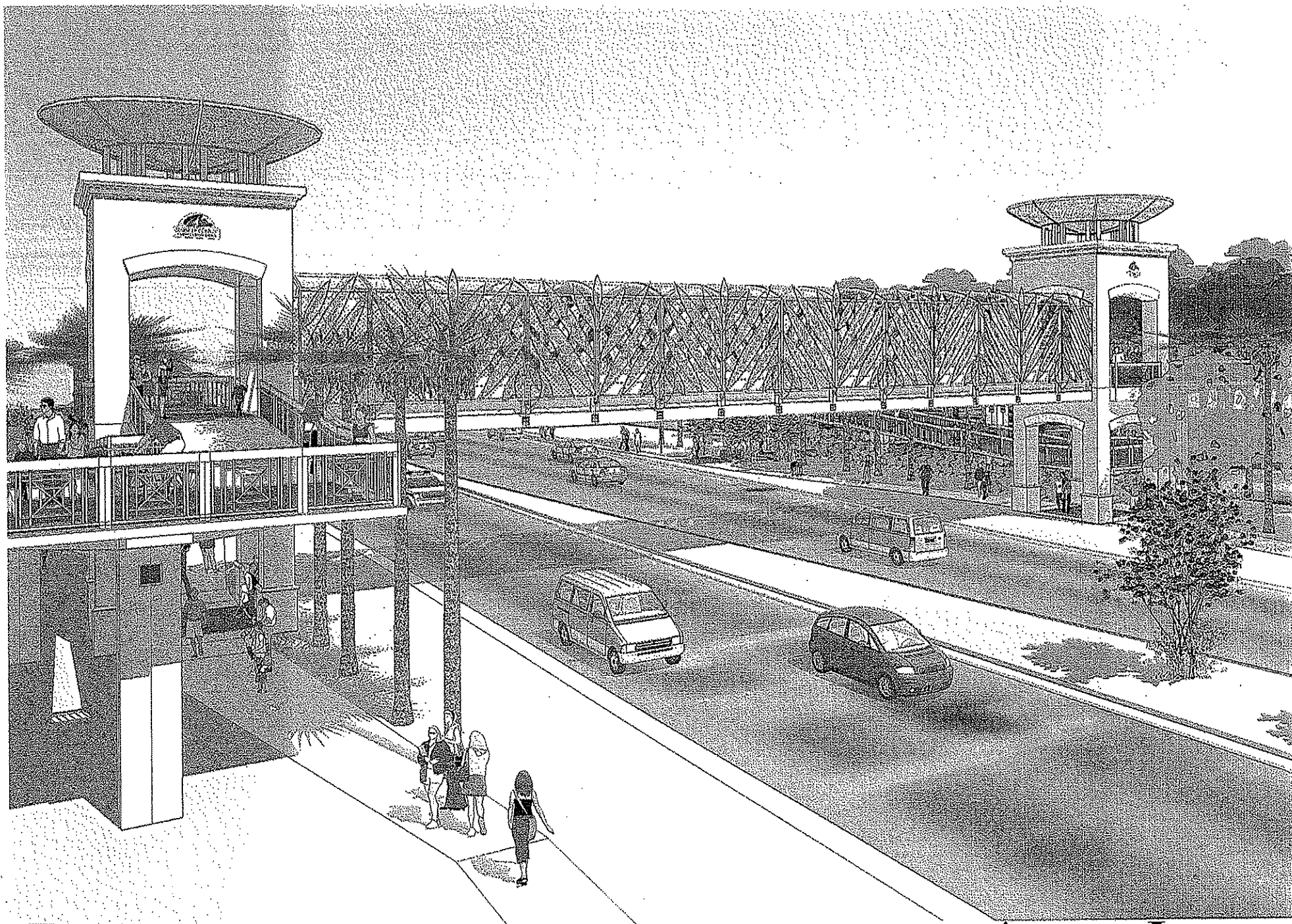
**Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773**

Updated by B. Johnson – Posted September 6, 2007 (8:15 A.M. Eastern)

**Recommendation for Award: The Middlesex Corporation & Avcon, Inc.**

Updated by B. Johnson – Posted October 11, 2007 (3:30 P.M. Eastern)

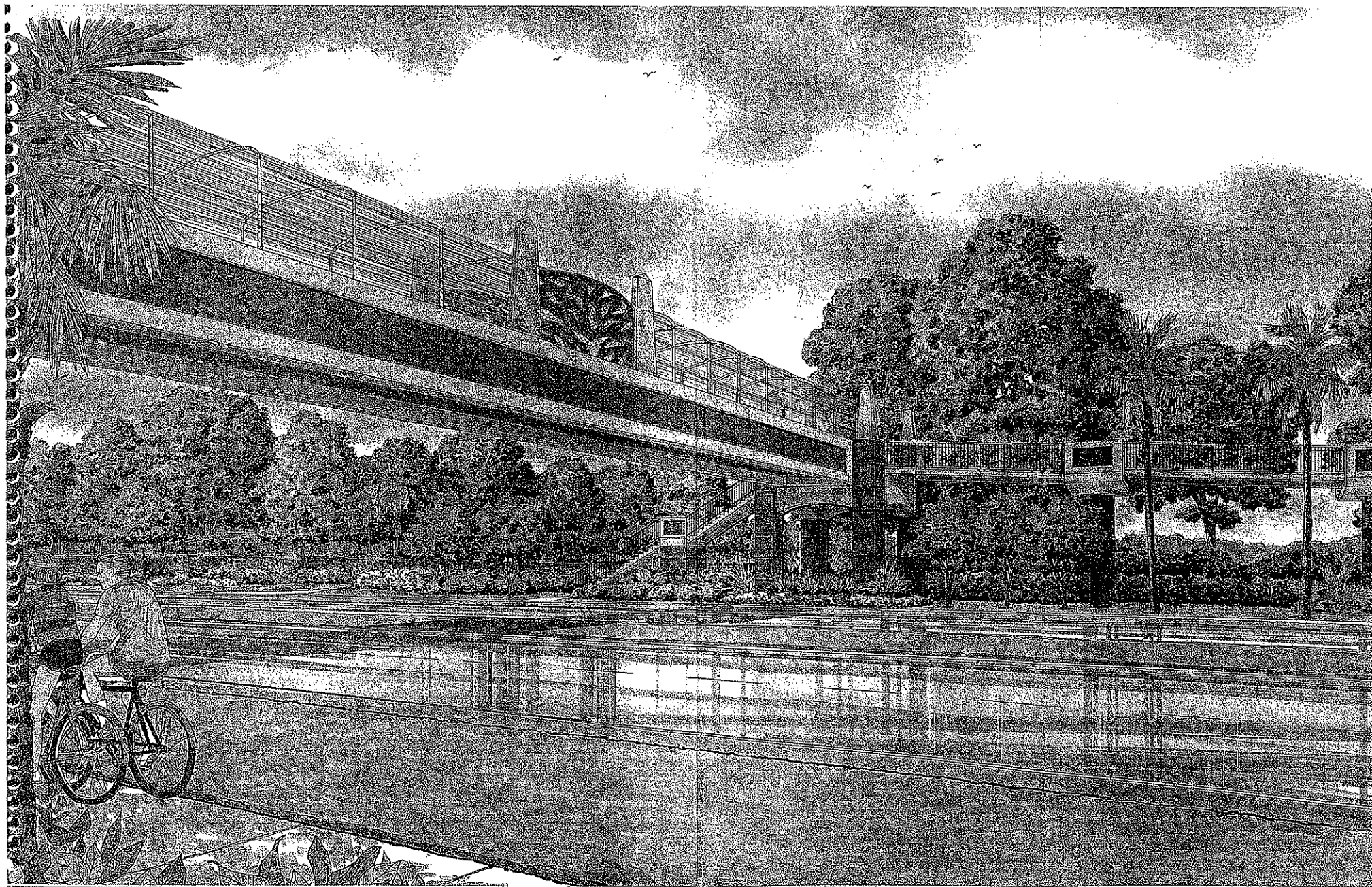
**BCC Agenda date: November 13, 2007**



**The Middlesex Corporation**

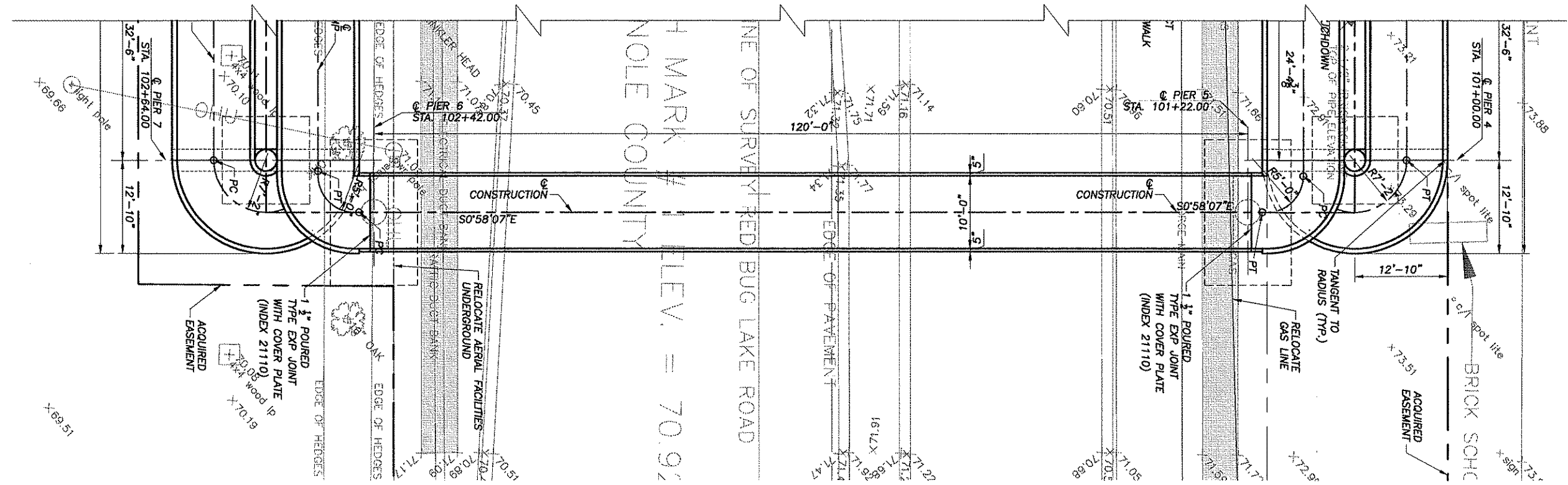
**Avcon, Inc.**





**Southland Construction, Inc.**

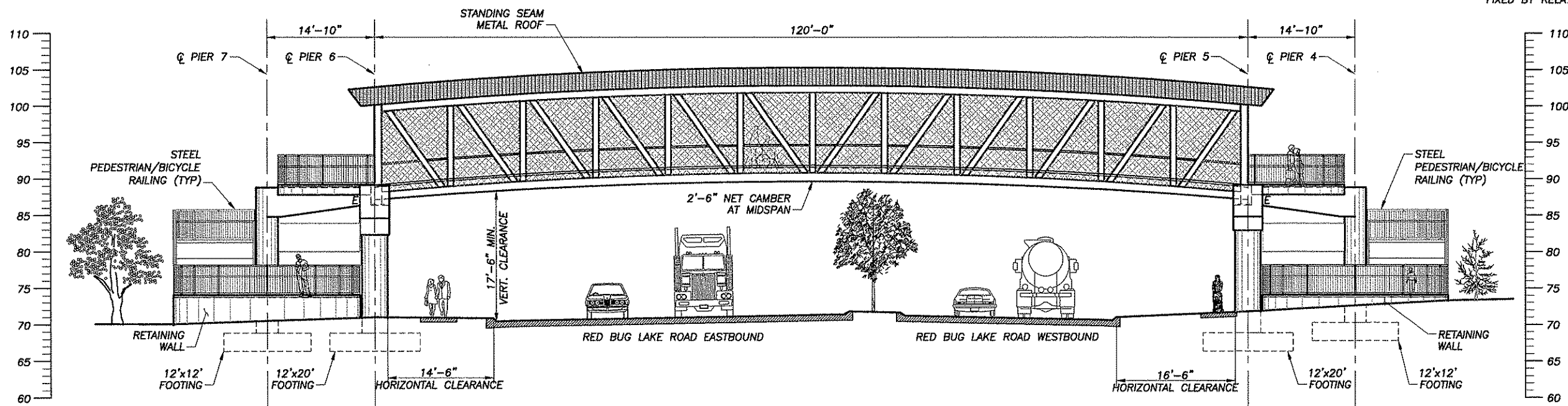
**Dyer, Riddle, Mills & Precourt (DRMP)**



PLAN

NOTE:

- 1) STATIONS ALONG & CONSTRUCTION
- 2) "E" MEANS SUPERSTRUCTURE MOVEMENT WITH RESPECT TO SUBSTRUCTURE IS ALLOWED BY RELATED DETAIL.
- 3) "F" MEANS SUPERSTRUCTURE MOVEMENT WITH RESPECT TO SUBSTRUCTURE IS FIXED BY RELATED DETAIL.



ELEVATION

BRIDGE No. \_\_\_\_\_

REVISIONS	BY	DATE	SURVEY BOOK No.	SURVEY DIVISION	BY	DATE
			SURVEYED			
			TECHNICIAN			
			CHECKED			
			DESIGN DIVISION			
			DESIGNED	HNS	08/07	
			DRAWN	IAG	08/07	
			CHECKED	HNS	08/07	

**RED BUG LAKE RD PEDESTRIAN  
OVERPASS AT RED BUG LAKE  
ELEMENTARY SCHOOL**

**PLAN & ELEVATION  
(2 OF 3)**



**AYRES  
ASSOCIATES**

8875 HIDDEN RIVER PARKWAY  
SUITE 200  
TAMPA, FLORIDA 33637  
PHONE (813) 978-9688  
FAX (813) 978-9369  
CERTIFICATE OF AUTHORIZATION  
NO. 4586  
ENGINEER OF RECORD  
HISHAM SUNNA  
P.E. NO. 52114

DATE: 08/2007

PROJECT I.D. \_\_\_\_\_

SURVEY FILE NO.: \_\_\_\_\_

SHEET: B-3 of 15

**EVALUATION RANKINGS**  
**DB-1770-07/BLH**  
**Red Bug Lake Road Pedestrian Overpass**  
**Stage 1 Evaluation**

**DATE      4/26/2007      2:30 PM**


		Jerry McCollum	Antoine Khoury	Gary Johnson	Melonie Barrington	Don Fisher	Total	Ranking
American Bridge & Associates, Inc.	Ayres	2	2	2	3	2	11	2
Canaveral Construction Company, Inc. & Cape Design Engineering Co.		4	4	4	4	4	20	4
The Middlesex Corporation & AVCON, Inc.		3	3	3	2	3	14	3
Southland Construction, Inc. & Riddle, Mills & Precourt (DRMP)	Dyer,	1	1	1	1	1	5	1

**We approve to short list the three following firms: American Bridge, Inc. & Ayres Associates**  
**The Middlesex Corp. & Avcon, Inc.**  
**Southland Construction & DRMP**

  
**Jerry McCollum**

  
**Antoine Khoury**

  
**Gary Johnson**

  
**Melonie Barrington**

  
**Don Fisher**



**EVALUATION RANKINGS**  
**DB-1770-07/BLH**  
**Red Bug Lake Road Pedestrian Overpass**  
**Stage 2 Evaluation**  
**DATE 10/11/2007 10:00 AM EST**

American Bridge & Ayres Associates,  
Inc.

The Middlesex Corporation &  
AVCON, Inc.

Southland Construction, Inc. & Dyer,  
Riddle, Mills & Precourt (DRMP)

Jerry McCollum	Antoine Khoury	Gary Johnson	Melanie Barrington	Total	Ranking
3	3	3	3	12	3
1	2	1	1	5	1
2	1	2	2	7	2

**We recommend the award to the top ranked Firm; The Middle Sex Corporation & Avcon, Inc.**

  
Jerry McCollum

  
Antoine Khoury

  
Melanie Barrington

  
Gary Johnson

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: American Bridge & Ayres Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Melonie Barrington

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**Technical Proposal:**

(65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

Good proposal with no major weaknesses. General but sufficient comments on maintainability. Good aesthetics, but nothing outside of the box. All other aspects of the technical proposal are relatively sufficient w/ minor corrections/further details.

Score 57  
(0-65)

**Price Proposal:**

(25)

- Cost/Value Comparison.

Score 22.68  
(0-25)

**Completion Time:**

(10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 7.70  
(0-10)

Ranking \_\_\_\_\_

Total Score (0-100) 87.38

**DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build**

**Stage 2 Evaluation**

**SUBMITTAL COMPANY NAME:** The Middlesex Corporation & AVCON, Inc.

**QUALIFICATION COMMITTEE MEMBER:** Melonie Barrington

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**Technical Proposal:**

**(65)**

- Technical Approach.
- Quality Control.
- Safety and Security.

- Maintenance of Traffic.
- Coordination Plan.
- Maintainability.

- Aesthetics.
- Access.
- Innovativeness.

very good overall technical proposal. offers innovative ideas on aesthetics + covered tower areas. Aesthetic features may need to be toned down for safety reasons. Heavy construction during summer is a plus. A few minor technical details will need addressing

Score 61  
(0-65)

**Price Proposal:**

**(25)**

- Cost/Value Comparison.

Score 25.0  
(0-25)

**Completion Time:**

**(10)**

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 10.0  
(0-10)

**Ranking** \_\_\_\_\_

**Total Score (0-100)** 96

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: Southland Construction, Inc. & Dyer, Riddle, Mills & Precourt (DRMP)

QUALIFICATION COMMITTEE MEMBER: Melonie Barrington

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal: (65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

Good overall technical proposal solid in most aspects. A few minor technical details needing to be clarified and addressed.

Aesthetics seem simple, but functional.

Score 59  
(0-65)

Price Proposal: (25)

- Cost/Value Comparison.

Score 24.92  
(0-25)

Completion Time: (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 6.40  
(0-10)

Ranking \_\_\_\_\_

Total Score (0-100) 90.32

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: American Bridge & Ayres Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal: (65)

- |                          |                            |                   |
|--------------------------|----------------------------|-------------------|
| - Technical Approach.    | - Maintenance of Traffic ✓ | - Aesthetics.     |
| - Quality Control.       | - Coordination Plan.       | - Access.         |
| - Safety and Security. ✓ | - Maintainability.         | - Innovativeness. |

*Metal roof - interesting ramp design "folds over" itself - compact  
Prefab bridge structure - column enhancements available  
School involvement in color selection, anti-graffiti coating  
Exp - 17/92 Gen. Hitch, Cady Way, EE Williamson  
No color renderings provided.*

Score 50  
(0-65)

Price Proposal: (25)

- Cost/Value Comparison.

Score 22.68  
(0-25)

Completion Time: (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 7.70  
(0-10)

Ranking 3

Total Score (0-100) 80.38



DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: The Middlesex Corporation & AVCON, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal: (65)

- |                          |                             |                     |
|--------------------------|-----------------------------|---------------------|
| - Technical Approach. ✓  | - Maintenance of Traffic. ✓ | - Aesthetics. ✓     |
| - Quality Control. ✓     | - Coordination Plan. ✓      | - Access. ✓         |
| - Safety and Security. ✓ | - Maintainability. ✓        | - Innovativeness. ✓ |

*Aesthetics - palm frond design, SC logos, triple switch back ramps  
- excellent details and design considerations (piles)  
Consideration of school closings in schedule  
Excellent renderings w/ much detail  
Limited ped bridge experience (2, timber, MA)*

Score 60  
(0-65)

Price Proposal: (25)

- Cost/Value Comparison.

Score 25.0  
(0-25)

Completion Time: (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 10.0  
(0-10)

Ranking 1

Total Score (0-100) 95

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: Southland Construction, Inc. & Dyer, Riddle, Mills & Precourt (DRMP)

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal: (65)

- |                         |                            |                   |
|-------------------------|----------------------------|-------------------|
| - Technical Approach.   | - Maintenance of Traffic.✓ | - Aesthetics.✓    |
| - Quality Control.      | - Coordination Plan.       | - Access.✓        |
| - Safety and Security.✓ | - Maintainability.✓        | - Innovativeness✓ |

*Good tie-ins to nearby architectural elements/school bldgs. Aesthetics considered, innovative*  
*Heavy reliance on CMB structures/experience/results. Stairs added.*  
*Drainage & utilities addressed, permitting, SWPPP identified*  
*Extensive ped overpass experience, staff*  
*Open design w/chain link enclosure*

Score 55  
(0-65)

Price Proposal: (25)

- Cost/Value Comparison.

Score 24.92  
(0-25)

Completion Time: (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 6.40  
(0-10)

Ranking 2

Total Score (0-100) 86.32

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: American Bridge & Ayres Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal: (65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

Good Technical approach, good Q. Control OVERALL  
SEEM TO DIFFER FROM OTHER TWO WITH ROOF  
VERY plain Aesthetically NO INNOVATION IN STYLE.

Score 55  
(0-65)

Price Proposal: (25)

- Cost/Value Comparison.

Score 22.68  
(0-25)

Completion Time: (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 7.70  
(0-10)

Ranking 3

Total Score (0-100) 85.38

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: The Middlesex Corporation & AVCON, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**Technical Proposal:** (65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

Good Technical Approach, good Quality Control  
Pile Driving is required for this bridge. which could be disruptive  
to surrounding area. Long Term Maintenance on Features covering bridge  
Aesthetics may also overspanning with round planters on Column.  
May not fit the area.

Score 55  
(0-65)

**Price Proposal:** (25)

- Cost/Value Comparison.

Score 25.0  
(0-25)

**Completion Time:** (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 10.0  
(0-10)

Ranking 2

Total Score (0-100) 90

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: Southland Construction, Inc. & Dyer, Riddle, Mills & Precourt (DRMP)

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**Technical Proposal:** (65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

Good Technical Approach Good R Control.  
Simple Structure not too elaborate. Spd Footing, No switch back  
FOR RAMPS. STAIRCASE IS A PLUS FROM EXPERIENCE  
FITS SURROUNDING AREA

Score 62  
(0-65)

**Price Proposal:** (25)

- Cost/Value Comparison.

Score 24.92  
(0-25)

**Completion Time:** (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 6.40  
(0-10)

Ranking 1

Total Score (0-100) 93.32



DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: American Bridge & Ayres Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings 90-100
  - Excellent, Very Good, Solid in all respects. 80-89
  - Good, No major weaknesses, Fully Acceptable as is 70-79
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal:

(65)

- |                        |   |                   |
|------------------------|---|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. <i>1 wheel shadow</i> | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.                            | - Access.         |
| - Safety and Security. | - Maintainability.                              | - Innovativeness. |

*Covered all areas in good manner. Roof on structure nice feature for Florida.*

*Good (+)*

76

Score 49.40  
(0-65)

Price Proposal:

(25)

- Cost/Value Comparison.  
*Look for ut. l. t. r.*

Score 22.68  
(0-25)

Completion Time:

(10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 7.70  
(0-10)

Ranking 3

Total Score (0-100) 79.78

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: The Middlesex Corporation & AVCON, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal:

(65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

*Covered all technical areas.*  
*Assume towers are covered which is a nice feature. Palm branches may be future maintenance issues. Good landscaping plan. Good (++)*  
*Palm fronds on structure foundations may be maintenance*

77

Score 50.05  
(0-65)

Price Proposal:

(25)

- Cost/Value Comparison.

Score 25.0  
(0-25)

Completion Time:

(10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 10.0  
(0-10)

Ranking 1

Total Score (0-100) 85.05

DB-1770-07/BLH – Red Bug Lake Road Pedestrian Overpass Design/Build

Stage 2 Evaluation

SUBMITTAL COMPANY NAME: Southland Construction, Inc. & Dyer, Riddle, Mills & Precourt (DRMP)

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

Technical Proposal: (65)

- |                        |                           |                   |
|------------------------|---------------------------|-------------------|
| - Technical Approach.  | - Maintenance of Traffic. | - Aesthetics.     |
| - Quality Control.     | - Coordination Plan.      | - Access.         |
| - Safety and Security. | - Maintainability.        | - Innovativeness. |

*Covered all technical aspects*  
*Nice clean maintenance free structure*  
*Extra ramp very nice feature. Good(++) 78*

Score 50.70  
(0-65)

Price Proposal: (25)

- Cost/Value Comparison.

Score 24.92  
(0-25)

Completion Time: (10)

- Completion Schedule- Respondent with the shortest time shall receive the full 10%; Each subsequent completion time shall be divided into the shortest time then multiplied by 10%.

Score 6.40  
(0-10)

Ranking 2

Total Score (0-100) 81.02

**DRAFT**  
**DESIGN/BUILD CONTRACT (DB-1770-07/BLH)**  
**PEDESTRIAN OVERPASS AT RED BUG LAKE ROAD**

THIS CONTRACT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "OWNER," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "DESIGNER/BUILDER".

**W I T N E S S E T H:**

**WHEREAS**, OWNER desires to retain the services of a competent and qualified DESIGNER/BUILDER to provide professional engineering and perform construction services for the Red Bug Lake Road Pedestrian Overpass Design/Build Project; and

**WHEREAS**, DESIGNER/BUILDER has certified that it is competent and qualified and desires to undertake the work according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, OWNER and DESIGNER/BUILDER agree as follows:

**SECTION 1. SCOPE OF WORK.** DESIGNER/BUILDER shall complete all Work as specified or indicated in the Contract Documents and in DESIGNER/BUILDER's proposals attached hereto as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**SECTION 2. COMMENCEMENT AND COMPLETION OF WORK.**

(a) Time is of the essence with respect to all time limits stated in the Schedule attached hereto and incorporated herein as Attachment \_\_\_\_\_. DESIGNER/BUILDER shall expedite the Work and achieve

completion within the time permitted by the Contract.

(b) DESIGNER/BUILDER shall commence work upon the date specified in the Notice to Proceed. The time frame for completion of the Work commences counting down on the date specified in the Notice to Proceed. Final completion shall be no later than \_\_\_\_\_ (\_\_\_\_) days from issuance of the Notice to Proceed.

(c) DESIGNER/BUILDER shall prosecute the Work with faithfulness and diligence and shall complete the Work in accordance with Attachment \_\_\_\_\_.

### **SECTION 3. THE CONTRACT SUM.**

(a) OWNER agrees to pay DESIGNER/BUILDER a fee not to exceed the sum of \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_.00) for all Work provided hereunder by the DESIGNER/BUILDER. The above Contract Sum may only be increased or decreased by properly authorized Change Orders as provided in the Contract Documents.

(b) DESIGNER/BUILDER agrees to accept the Contract Price as full compensation for doing all professional Work and construction Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) DESIGNER/BUILDER acknowledges that it studied, considered, and included in its Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; and (4) the terms and conditions of the



Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) DESIGNER/BUILDER acknowledges that its Total Bid (original Contract Price) considered and included all of DESIGNER/BUILDER's costs relating to its responsibilities to coordinate and sequence its Work with the work of OWNER with its own forces, the work of other utility designer/builders, and the work of others at the Project site.

**SECTION 4. COMPENSATION AND PAYMENT.** Payments shall be made to DESIGNER/BUILDER when requested as work progresses for services furnished, but not more than once monthly. DESIGNER/BUILDER may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of DESIGNER/BUILDER's invoice, OWNER shall, within thirty (30) days of receipt of the invoice, pay DESIGNER/BUILDER ninety percent (90%) of the approved amount and retain the remaining ten percent (10%), or if OWNER's Project Manager determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, OWNER's Project Manager may, at his/her discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

**SECTION 5. BILLING AND PAYMENT.**

(a) DESIGNER/BUILDER shall render to OWNER, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of DESIGNER/BUILDER;
- (2) Contract Number;
- (3) A complete and accurate time record of services performed by DESIGNER/BUILDER for all services performed by the DESIGNER/BUILDER during that month and for which OWNER is billed;

(4) A description of the services rendered in (3) above, corresponding to the 1/10 time increments, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity here required, it would not be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be specified in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and

(5) Such other information as may be required by this Contract or requested by OWNER from time to time.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772-8080

A copy of the invoice shall be sent to:

Public Works/Engineering Division  
520 West Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

(b) Payment shall be made after review and approval by OWNER within thirty (30) days of receipt of a proper invoice from DESIGNER/BUILDER.

(c) It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the Work, DESIGNER/BUILDER shall, at its expense, and within seven (7) days after the receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to OWNER. In such event, no further payment to

DESIGNER/BUILDER shall be deemed due under this Contract until such new or additional security for the faithful performance and for payment of labor and materials of the Work shall be furnished in manner and form satisfactory to OWNER. DESIGNER/BUILDER must keep the Performance Bonds active until acceptance of the Project by OWNER.

**SECTION 6. FINAL PAYMENT.** Final payment shall be made to DESIGNER/BUILDER after submission by DESIGNER/BUILDER of evidence satisfactory to OWNER that all payrolls, subcontractor's material bills, and other costs incurred by DESIGNER/BUILDER in connection with the Work have been paid in full and after all warranties and guarantees that may be required by the Contract Documents have been furnished and are found acceptable by OWNER. Final Payment on this Contract shall be made within sixty (60) days after the above stated requirements have been met and upon completion of all Work by DESIGNER/BUILDER, certification, and approval of Final Payment by the Project Engineer, and acceptance of such work by OWNER.

**SECTION 7. RESPONSIBILITIES OF DESIGNER/BUILDER.**

(a) DESIGNER/BUILDER shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by DESIGNER/BUILDER under this Contract. DESIGNER/BUILDER shall, without additional compensation, correct or revise any errors or deficiencies in its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither OWNER'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate

as a waiver of any rights under this Contract nor of any cause of action arising out of the performance of this Contract, and DESIGNER/BUILDER shall be and always remain liable to OWNER in accordance with applicable law for any and all damages to OWNER caused by DESIGNER/BUILDER's negligent or wrongful performance of any of the services furnished under this Contract.

**SECTION 8. CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire Contract between OWNER and DESIGNER/BUILDER are attached to this Contract, or are incorporated herein as if fully set forth, and consist of the following:

- (a) Contract, including all Attachments thereto;
- (b) DESIGNER/BUILDER Qualifications submitted on \_\_\_\_\_, and Technical Proposal submitted on \_\_\_\_\_, (per Attachments);
- (c) Revised Price Proposal, submitted on \_\_\_\_\_;
- (d) Modification(s), amendment(s), or addenda(s) including change orders duly executed subsequent to the execution of this Contract;
- (e) Exhibits;
- (f) Special Conditions;
- (g) Technical Specifications; and
- (h) General Conditions.

**SECTION 9. ORDER OF PRECEDENCE.**

(a) The Contract Documents are to be considered as one, and any one of the Contract Documents called for shall be as binding as if called for by all. In the event of inconsistencies or ambiguities, the Contract Documents shall be controlling in the following order of precedence:

- (1) Contract and Attachments;
- (2) RFP Submittal with revisions;
- (3) Modifications, Amendments, Addenda, Change Orders;

(4) Special Conditions;

(5) General Conditions;

(6) Payment and Performance Bonds;

(7) DESIGNER/BUILDER's Bid Proposal to the extent that it has been referenced and incorporated into the Contract Documents; and

(8) Technical Specifications.

(b) OWNER shall resolve any inconsistency or ambiguity in the Contract Documents after consultation with the Engineer of record based on the above order of precedence, and OWNER's decision shall be final and binding upon all parties.

#### **SECTION 10. TERMINATION.**

(a) OWNER may, by written notice to DESIGNER/BUILDER, terminate this Contract, in whole or in part, at any time, either for OWNER's convenience or because of the failure of DESIGNER/BUILDER to fulfill its Contract obligations. Upon receipt of such notice, DESIGNER/BUILDER shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to OWNER all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by DESIGNER/BUILDER in performing this Contract, whether completed or in process.

(b) If the termination is for the convenience of OWNER, DESIGNER/BUILDER shall be paid compensation for its services performed to the date of termination based on the percentage of work completed. OWNER shall not be obligated to pay for any work performed by DESIGNER/BUILDER after notice of termination has been given.

(c) If the termination is due to the failure of DESIGNER/BUILDER to fulfill its Contract obligations, OWNER may take over the work and



prosecute same to completion by Contract or otherwise. In such case, DESIGNER/BUILDER shall be liable to OWNER for reasonable additional costs occasioned to the OWNER thereby. DESIGNER/BUILDER shall not be liable for such additional costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of DESIGNER/BUILDER. Such causes may include, but are not limited to, acts of God or of the public enemy; acts of OWNER in either its sovereign or contractual capacity; and fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of DESIGNER/BUILDER.

(d) If, after notice of termination for failure to fulfill Contract obligations, it is determined that DESIGNER/BUILDER had not so failed, the termination shall be deemed to have been effected for the convenience of OWNER. In such event, adjustment in the Contract price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### **SECTION 11. LIQUIDATED DAMAGES.**

(a) OWNER and DESIGNER/BUILDER recognize that time is essential to the performance of this Agreement and DESIGNER/BUILDER recognizes that OWNER and its traveling public will suffer financial loss if the Work is not completed as required and within the time frame indicated in this Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations,

costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by OWNER if the Work is not completed on time. Accordingly, DESIGNER/BUILDER and its Surety agree to pay COUNTY as liquidated damages for the above described financial lost, and not as a penalty, \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_.00) per day for each day DESIGNER/BUILDER exceeds the Contract Time for Final Completion

(b) DESIGNER/BUILDER shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from DESIGNER/BUILDER's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if DESIGNER/BUILDER is terminated, in default, or if the DESIGNER/BUILDER has abandoned the Work.

**SECTION 12. NO CONTINGENT FEES.** DESIGNER/BUILDER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for DESIGNER/BUILDER, to solicit or secure this Contract and that DESIGNER/BUILDER has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for DESIGNER/BUILDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, OWNER shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 13. INDEMNIFICATION.** DESIGNER/BUILDER agrees to hold harmless and indemnify OWNER, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of work hereunder by DESIGNER/BUILDER and its officers, agents, servants or employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by OWNER to DESIGNER/BUILDER, then ~~TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00)~~ of the compensation set forth in this Contract shall be deemed to be such specific consideration. DESIGNER/BUILDER acknowledges the adequacy and sufficiency of said specific consideration.

**SECTION 14. REPRESENTATIVES OF OWNER AND DESIGNER/BUILDER.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Contract will arise. OWNER, upon request by DESIGNER/BUILDER, shall designate in writing and shall advise DESIGNER/BUILDER in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Contract shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define OWNER's policy and decisions pertinent to the work covered by this Contract.

(b) DESIGNER/BUILDER shall, at all times during the normal work week, designate or appoint one or more representatives of DESIGNER/BUILDER authorized to act on behalf of and bind the DESIGNER/BUILDER regarding all matters involving the conduct of performance pursuant to this Contract and shall keep OWNER continually and effectively advised of such designation.

**SECTION 15. ASSIGNMENTS.** Neither party to this Contract shall

assign this Contract, or any interest arising herein, without the written consent of the other.

**SECTION 16. SUBCONTRACTORS.**

(a) In the event DESIGNER/BUILDER, during the term of this Contract, requires the services of any subcontractors in connection with services specified in this Contract, DESIGNER/BUILDER must secure the prior written approval of the OWNER.

(b) DESIGNER/BUILDER agrees to insert the clauses hereof entitled "Subcontractors" and "Equal Employment Opportunity" in all subcontracts.

(c) Within five (5) calendar days after the award of any subcontractor either by itself or a subcontractor, DESIGNER/BUILDER shall deliver to OWNER a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. DESIGNER/BUILDER shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in its subcontract of the clauses of this Contract entitled "Equal Employment Opportunity" and "Subcontractors". Nothing contained in this Contract shall create any contractual relation between the subcontractor and OWNER.

**SECTION 17. INDEPENDENT DESIGNER/BUILDER.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting DESIGNER/BUILDER including its officers, employees, and agents, the agent, representative, or employee of the OWNER for any purpose, or in any manner, whatsoever. DESIGNER/BUILDER is to be and shall remain an independent DESIGNER/BUILDER with respect to all services performed under this Contract.

**SECTION 18. EMPLOYEE STATUS.** Persons employed by DESIGNER/BUILDER in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment

compensation, civil service, or other employee rights or privileges granted to OWNER's officers and employees either by operation of law or by OWNER.

**SECTION 19. WORK NOT PROVIDED FOR.** No claim for work furnished by DESIGNER/BUILDER not specifically provided for herein shall be honored by OWNER.

**SECTION 20. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice to wit:

**For OWNER:**

Public Works/Engineering Division  
520 West Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

**For DESIGNER/BUILDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**SECTION 21. AMENDMENTS.** OWNER or DESIGNER/BUILDER may request amendments that would increase, decrease, change, or clarify any of the provisions of this Contract. Such changes must be authorized by OWNER in writing and duly signed by the parties.

**SECTION 22. EQUAL OPPORTUNITY EMPLOYMENT.** DESIGNER/BUILDER agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color,

religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **SECTION 23. RECORDS AND AUDITS.**

(a) DESIGNER/BUILDER shall maintain in its place of business all books, documents, papers, and other evidences pertaining to work performed under this Contract. DESIGNER/BUILDER shall maintain detailed time records of all per hour work performed under the terms of this Contract. Time records shall clearly set forth, in an organized and legible manner, sufficient for post-audit and pre-audit, by date and the type of work performed with specificity.

(b) Such records shall be available at DESIGNER/BUILDER's place of business at all reasonable times during the terms of this Contract and for five (5) years from the date of final payment under this Contract for audit or inspection by OWNER or other duly authorized representatives.

**SECTION 24. PUBLIC ENTITY CRIMES.** DESIGNER/BUILDER warrants that it has not violated any federal or state law with respect to the transaction of business with any public entity. DESIGNER/BUILDER shall, prior to execution of this Contract, file a sworn statement with OWNER of whether DESIGNER/BUILDER, or any affiliate of DESIGNER/BUILDER, has been convicted of a public entity crime. If DESIGNER/BUILDER requests approval of subcontractors, DESIGNER/BUILDER shall, prior to approval of the subcontractor by OWNER, require the subcontractor to file with the OWNER a sworn statement of whether the subcontractor or an affiliate of

violation or breach of this provision, OWNER shall have the right to terminate this Contract at its sole discretion, without further liability to DESIGNER/BUILDER.

**SECTION 25. TRENCH SAFETY.** In the event that excavation work is required by these specifications, DESIGNER/BUILDER warrants that it will comply with the Trench Safety Act (Chapter 90-96, Laws of Florida) and provisions of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P). DESIGNER/BUILDER shall bid excavation work as a separate item identifying cost of compliance in applicable federal and state law.

**SECTION 26. GOVERNING LAW.** This Contract shall be governed by the laws of the State of Florida, with venue for all actions to be situated in Seminole County, Florida.

**SECTION 27. CONFLICT OF INTEREST.**

(a) DESIGNER/BUILDER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) DESIGNER/BUILDER hereby certifies that no officer, agent, or employee of OWNER has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of DESIGNER/BUILDER to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, DESIGNER/BUILDER hereby agrees that monies received from OWNER pursuant to this Contract will not be used for the purpose of lobbying the legislature or any other federal or state agency.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in one (1) counterpart, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

COMPANY NAME

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(Corporate Seal)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Attachments:

- Attachment 1 - To be Determined
- Attachment 2 - To be Determined
- Attachment 3 - To be Determined
- Attachment 4 - To be Determined

AEC:jjr  
2/2/07

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